ard, 14 Tex. 356; *Reed v. Reed*, Wright 224 (Ohio). Desertion will begin at the time when a renewal of marital cohabitation is sought by the complainant. *Hankinson v. Hankinson*, 33 N. J. 66. But there are circumstances in which the law will justify a refusal to return. *Porritt v. Porritt*, 18 Mich. 420. The guilty intent is manifested when, without cause or consent, either party separates from the other, *Ingersoll v. Ingersoll*, 49 Pa. 249; and this has been held notwithstanding the husband contributed to his wife's support. *Magrath v. Magrath*, 103 Mass. 577. The conduct of the defendant may justify a finding of willful, continued, and obstinate desertion. *Carroll v. Carroll*, 68 N. J. Eq. 727.

EVIDENCE—JUDICIAL NOTICE—SCIENTIFIC FACTS.—MACOMER V. STATE BOARD OF HEALTH, 65 ATL. 263 (R. I.).—In an action to revoke a certificate to practice medicine evidence was introduced that the practitioner had advertised to produce certain results and cure of diseases with alleged electrical devices. *Held*, That the court could not take judicial notice that such claims were false but was bound to form its judgment on matters solely in evidence. Blodgett, J. *dissenting*.

The court is bound to take judicial notice of all matters of art and science which because of their public notoriety have been rendered axiomatic, *Bryan v. Beckley*, 12 Am. Dec. 216 (Ky.); even though the court may be actually uninformed regarding them. *Brown v. Piper*, 91 U. S. 37. But this power is exercised with great care and caution and every reasonable doubt resolved promptly in the negative. *St. Louis Gas Co. v. Am. Fire Ins. Co.*, 33 Mo. App. 348.

EVIDENCE—PAROL EVIDENCE EXPLAINING WRITINGS.—LAMBERT HOISTING ENGINE CO. V. CARMODY, 65 ATL. 141 (CT.).—*Held*, that on an issue as to whether a written contract was one for the sale of certain machinery or a lease thereof it was proper to admit evidence of negotiations leading up to the contract, for the purpose of determining the intent and purpose of the parties.

Parol evidence of the practical interpretation which the parties have by their conduct given to a written instrument is admissible in determining the intent and purpose of the contract. *St. Louis Gas Light Co. v. City of St. Louis*, 46 Mo. 121; *Emery v. Webster*, 42 Me. 204. And the statements and conduct leading up to the contract, *Rhodes v. Cleveland Rolling-Mill Co.*, 17 Fed. 426, as well as subsequent to it, *Potter v. Phoenix Ins. Co.*, 63 Fed. 382, and, in fact, where the direct evidence is contradictory as to the exact terms of the instrument, evidence of any circumstance bearing upon the point in controversy may be introduced to show the understanding of the terms by the parties. *Houghton v. Clough, et al.*, 30 Vt. 312. But the understanding which one party had, if not communicated to the other party, is not admissible, *Taft v. Dickinson*, 88 Mass. 553. The language mutually chosen to express the intention of their minds can be merely explained by parol evidence—"The question is not what did the parties mean to say, but what is the meaning of what they have said." *Bartholomew v. Muzzy*, 61 Conn., 387.

HIGHWAYS—PERSON CROSSING FROM STREET CAR TO CURB—CONTRIBUTORY NEGLIGENCE—GARSIDE V. N. Y. TRANSP. CO., 146 FED. 588 (N. Y.).—Plaintiff alighted from a street car, and after taking two or three steps was struck and injured by the defendant's automobile. *Held*, that the plaintiff was not bound as a matter of law to look in both directions along the street before starting to cross to the curb, but the question, whether the failure to so look, constitutes contributory negligence is one of fact for the jury.